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 2. Ohio Youth Problems, Functioning and Satisfaction Scales (Ohio Scales). “Ohio Scales” include the three forms (youth, parent/guardian, and agency worker/case manager) of the mental health care protocol, outcome tracking measures, and work of authorship provided by Dr. Ogles to Licensee under the designation Ohio Scales.
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 8. Refund and Disclaimer. If after reviewing the Ohio Scales and before using it, Licensee finds it unsatisfactory, Licensee may return the Ohio Scales to Dr. Ogles within 30 days of purchase for a full refund of the Fee. In the event of a return, the Licensee shall terminate. LICENSEE ACCEPTS THE Ohio Scales “AS IS” WITHOUT WARRANTY OF ANY KIND. DR. OGLES DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. DR. OGLES DOES NOT WARRANT THAT THE Ohio Scales IS WITHOUT ERROR OR DEFECT. DR. OGLES SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES. THE AGGREGATE LIABILITY OF DR. OGLES FOR ANY AND ALL CAUSES OF ACTION (INCLUDING THOSE BASED ON CONTRACT, WARRANTY, TORT NEGLIGENCE, STRICT LIABILITY, FRAUD, MALPRACTICE, OR OTHERWISE) SHALL NOT EXCEED THE FEE PAID BY LICENSEE TO DR. OGLES. THIS LICENSE AGREEMENT, AND SECTIONS 7 AND 8 IN PARTICULAR, DEFINE A MUTUALLY AGREED UPON ALLOCATION OF RISK. THE FEE REFLECTS SUCH ALLOCATION OF RISK.
 9. Entire Agreement. This Agreement, consisting of the Application and License Agreement, is the entire agreement of the Parties relating to the Ohio Scales.
 10. Governing Law. This Agreement is made and entered into the state of Ohio and shall be governed by the laws of the state of Ohio. In the event of any litigation between the Parties, such litigation shall be conducted in Athens, Ohio and the Parties hereby agree and submit to such jurisdiction and venue.
 11. Modification. This Agreement may only be modified or amended by a writing signed by both Parties.
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**Application for License
To Use Ohio Youth Problems, Functioning and Satisfaction Scales (Ohio Scales 'Zf' Mci R)**

FEE	APPLICATION TYPE <i>(check box)</i>
\$0	<input type="checkbox"/> Research or Ohio Non-Profit
\$10	<input type="checkbox"/> Independent Practitioner
\$50	<input type="checkbox"/> Group Practice (2-50 practitioners)
\$100	<input type="checkbox"/> Institution, Group Practice (>50, Hospital, College)
\$250	<input type="checkbox"/> One State Healthcare Network, Association (Group of Hospitals, Clinics)
\$500	<input type="checkbox"/> Multistate Network, Association (Regional, National Health Care Hospital Corp., etc.)

Applicant: _____

Address: _____

Telephone: _____

INSTRUCTIONS:

1. Read Application and License Agreement.
2. Complete and sign Application.
3. Return Application with fee to:

Benjamin M. Ogles
Wilson Hall 203
Ohio University
Athens, OH 45701

4. If the Application is not accepted, the fee will be refunded.
5. The fee will be waived for research and program evaluation and for any non-profit organization in the State of Ohio.

TERMS AND CONDITIONS:

Applicant has read the License Agreement on the reverse side of this Application and accepts and agrees to the License Agreement. Dr. Benjamin M. Ogles accepts this Application and grants this License to Applicant subject to the License Agreement. The License is not effective or granted unless this Application is signed by Dr. Ogles

AGREED TO AND ACCEPTED BY:

Applicant

Benjamin M. Ogles

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

Date

Date